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E.O. 12958: N/A
TAGS: [PREL](#) [MASS](#) [MARR](#) [EC](#)
SUBJECT: ECUADOR'S PROPOSED REVISIONS TO SECURITY
COOPERATION DIPLOMATIC NOTE

REF: A. SECSTATE 132344

[1](#)B. QUITO 2064

[1](#)1. (U) Action Request - See Paragraph 7.

[1](#)2. (SBU) SUMMARY: Following internal meetings between Ecuador,s MFA and MOD, Post has received a response to Embassy,s diplomatic note on FY08 security cooperation containing several proposed revisions. The MFA clearly communicated the desire to continue military cooperation but said the 1997 diplomatic note required updating in some sections for greater clarity. Post requests Washington,s review of the GOE text and instructions on how Post should respond. With all FY 08 military training/activities on hold until this is resolved, this is an urgent request. END SUMMARY.

[1](#)3. (U) Post delivered Ref A diplomatic note on FY08 security cooperation to the Ministry of Foreign Affairs via official channel on September 20 and hand delivered a courtesy copy on the same day to Bolivar Torres, Director General of Sovereignty at the Ministry of Foreign Affairs. The September 20 diplomatic note referenced Diplomatic Note No. 065/97 of October 8, 1997, that provides protection for U.S. armed forces personnel. Since then, Post has been in constant contact with the Ministries of Foreign Affairs and Defense to monitor progress on providing a response. A ten-day UNGA-linked foreign trip delayed senior attention, but Foreign Minister Espinosa and Minister of Defense met on October 8 to discuss the issue.

[1](#)4. (SBU) On October 9, PolChief, MilGroup Commander, and PolOff met with MFA Under Secretary of Sovereignty Jaime Barberis to hear the GOE reaction. The focus was the language of the 1997 diplomatic note. Barberis emphasized that the GOE is very interested in continuing military cooperation and exercises and appreciates their value in fighting the common threat of narcotics trafficking. He said the 1997 diplomatic note required updating for greater clarity and to align with the Correa Administration's position. Barberis expressed regret that there was not sufficient time to complete the exchange of notes before the new U.S. fiscal year began. He added that military-related issues receive high visibility under the current administration and thus the Foreign Ministry has given this issue priority for analysis. Barberis stated that the FY08

calendar of activities is acceptable to the GOE, but that in future years, the GOE wanted more time to analyze the proposed activities to ensure that each exercise is in Ecuador's best interest, thus the addition of a new Article 3 providing additional time for analysis.

15. (U) Under Secretary Barberis provided a document with the GOE's desired changes to the Embassy's Diplomatic Note No. 065/97 of October 8, 1997. He stated that the MFA will deliver a diplomatic note on October 10 that will contain the same text. Post has faxed the document (in Spanish) to WHA/AND and provides unofficial translation in paragraph 8.

16. (SBU) In our initial review, Post noted substantive changes or additions to Articles 3, 6, 7, 8, 9, 10 and 14 of the Ecuadorian document. None appear to be unworkable, but some will clearly need some change or clarification.
-- SUBJECT MATTER: Article 3 requiring earlier coordination on the schedule of military cooperation activities is completely new, and our understanding is that the amount of time requested is negotiable, but that the GOE wants sufficient time to review and approve the contents of the exercise calendar. Post can engage the GOE six months prior to the new calendar year regarding a notional calendar with the goal of having a calendar approved within the first nine months of the preceding year. Post is concerned that additional changes and exercises may become available after the official approval of the calendar, and that the time involved in resubmission for approval and exchange of notes may invalidate the possibility of such changes and opportunities. Therefore, Post proposes additional language that subsequent changes to a GOE approved calendar NOT require an additional exchange of diplomatic notes, but rather could be handled through official communication at the

military-to-military level.

-- WEARING UNIFORMS: Article 6 adds a phrase at the end of the sentence limiting the location of use of military uniform to areas of the exercises. Post understands that the GOE is attempting to limit the visibility of foreign military presence within Ecuador. Post suggests that the phrase be modified, adding language to specify that it refers to personnel &subject to this agreement8 and within &and in transit to and from8 the assigned area.

-- DRIVERS LICENSING: Article 7 has been renamed. During a follow-up telephone discussion with the MFA, Patricio Troya of the Directorate of Sovereignty confirmed that the omission of the second paragraph of the original note, regarding the acceptance of medical licenses and credentials, was an error by the MFA, and that the second paragraph will be included in the official diplomatic note. Therefore, Post proposes that the title of the Article be changed back to the original: &LICENSING8.

-- FREEDOM OF MOVEMENT: Article 8 is completely rewritten. Under Secretary Barberis verbally confirmed that transit for logistical purposes would also be covered under Freedom of Movement. Post believes the GOE language would need to be broadened to include exercise-linked logistical activities and transit to and from exercises.

-- STATUS OF PERSONNEL: Article 9 adds a sentence referencing the Vienna Convention at the end of the first and second paragraphs, similar to language used in the Manta FOL agreement of November 19, 1997, under Article VII.

-- CLAIMS: Article 10 has been rewritten, adding language referring to coordination with Ecuadorian authorities and specifying that Ecuador will assume responsibility provided that these projects have been previously approved by the Government of Ecuador.

-- SECURITY: Article 14 omits original text and adds new text. Post suggests in paragraph two, at the end of the first and third sentences, that additional language be added: &, and in transit to and from the exercise area8.

Additionally, Post suggests that each reference to &United States personnel8 in this article include additional clarifying text to specify that the restriction in carrying arms is for personnel &subject to this agreement", or other such appropriate language so that it does not prohibit other USG personnel in country from carrying arms, as appropriate

to their duties and in conformity with host country regulations.

17. (SBU) ACTION REQUEST: Post requests Washington review of the GOE text and instructions on how we should respond.

18. (U) Begin text of post's unofficial translation of GOE document.

ARTICLE I: PURPOSE

The parties shall jointly participate in the Exercises scheduled to take place in Ecuador between October 2007 and 30 September 2008. In connection with the Exercises, United States Armed Forces will deploy to Ecuador to perform training, medical, and engineering and constructions projects.

ARTICLE II: DEFINITIONS

As used in this agreement, "United States personnel" shall mean military and civilian personnel of the United States Armed Forces temporarily present in Ecuador in connection with the Exercises.

ARTICLE III: SUBJECT MATTER

The Exercises scheduled in this agreement, such as the timeline, must be prepared and agreed upon by both Parties, and specify that the timeline of Exercises to be executed the following year must be approved within the first six months of the preceding year.

ARTICLE IV: RESPECT FOR LAW

It shall be the responsibility of the United States personnel to respect the laws of Ecuador and to abstain from any activity inconsistent with the spirit of this Agreement. Authorities of the Government of the United States of America will take necessary measures to that end.

ARTICLE V: ENTRY AND EXIT

United States personnel may enter and exit Ecuador with United States Government identification and with collective or individual travel orders. Passports and visas will not be required. The Embassy of the United States in Quito will notify the Government of Ecuador with the appropriate timeliness the list of names and dates of arrival and/or departure of the personnel assigned to these exercises.

ARTICLE VI: WEARING UNIFORMS

United States personnel may wear their uniforms while performing official duties in Ecuador and within the assigned area for the execution of the Exercises scheduled in this Agreement.

ARTICLE VII: DRIVERS LICENSING

Ecuadorian authorities shall accept as valid, without a driving test or fee, a driving permit or license issued by the appropriate United States authority to United States personnel for the operation of military or official vehicles. Vehicles owned by the United States need not be registered, but shall have appropriate identification markings.

(Omitted from new text, but verbally confirmed to be included in diplomatic note) The Government of Ecuador shall accept as valid medical credentials and licenses issued to United States personnel by appropriate United States authorities.

ARTICLE VIII: FREEDOM OF MOVEMENT

United States personnel in Ecuador shall enjoy freedom of movement within the designated Exercise area and the right to undertake those activities deemed necessary for the performance of their mission, said activities must be

evaluated and approved by the Government of Ecuador. United States personnel transiting outside the designated Exercise area will be subject to Ecuadorian law under the same conditions as accorded to administrative and technical staff assigned to the United States Embassy in accordance with the 1961 Vienna Convention for Diplomatic Relations.

ARTICLE IX: STATUS OF PERSONNEL

The Government of Ecuador shall accord to United States personnel in Ecuador in connection with these Exercises, status equivalent to that provided to the administrative and technical staff of the United States in accordance with the 1961 Vienna Convention for Diplomatic Relations. United States personnel will be subject to Ecuadorian civilian and administrative authorities for acts committed outside the performance of their mission.

Notwithstanding this article, if it becomes necessary for Ecuadorian authorities to temporarily detain any United States personnel, the Ecuadorian authorities shall immediately notify the Embassy of the United States of America in Ecuador, and coordinate for their return to United States control. The nature of this paragraph does not affect the submission of United States personnel to the civil and administrative laws as expressed in the preceding paragraph.

Ecuadorian authorities and United States military police investigators shall cooperate in the investigation of any crimes believed to be committed by or against United States personnel.

ARTICLE X: CLAIMS

Both Parties shall waive any and all claims against each other for damage, loss, or destruction of the other's property arising from activities to which this Agreement applies.

With respect to claims against the United States other than contractual claims and those waived pursuant to this Article, the Government of the United States of America shall pay

just, fair, and reasonable compensation in settlement of meritorious claims arising out of the acts or omissions of United States personnel or which are otherwise incident to the Exercise activities of the United States Armed Forces. These claims shall be expeditiously processed and settled by United States authorities in accordance with United States laws in coordination with the appropriate Ecuadorian authorities.

The Government of Ecuador will grant the ability for the successful execution of operations related to the Exercises as agreed upon, as well as assume responsibility for the costs of those claims arising from the use of land or other property interest by the Armed Forces of Ecuador and the United States for this purpose.

Expenses incurred from the resolution of claims provided for in this Agreement will be the borne by the responsible party, except for those provided for in the preceding paragraph.

The Government of Ecuador shall accept full responsibility for any claims arising from the use of projects constructed in whole or in part, during these Exercises, provided that these projects have been previously approved by the Government of Ecuador.

ARTICLE XI: IMPORT AND EXPORT

United States Government property imported into or acquired in Ecuador by or on behalf of the United States Armed Forces in connection with these Exercises, shall be free of all Ecuadorian inspections, duties, taxes, and other charges. Title to such property shall remain with the Government of the United States of America which may remove such property from Ecuador at any time, free from export duties, taxes, or

other charges which would otherwise be assessed upon such property after importation into, or acquisition in, Ecuador. Such property may be removed from Ecuador, or disposed of therein provided that disposition of such property in Ecuador to persons or entities not entitled to exemption from applicable taxes or duties shall be subject to payment of such taxes and duties by such person or entities.

Personal property of United States personnel may be imported into and used in Ecuador free of all inspection, duties, taxes, and other charges during the period of time the owner's services in Ecuador. Such property shall normally be exported or transferred to other United States personnel. The transfer of such property to persons or entities in Ecuador who are not exempt from importation duties and restrictions can be made only under terms and conditions, including payment of applicable duties and taxes, imposed by the Government of Ecuador. The exportation of such property and of property acquired in Ecuador by United States personnel for personal use shall be free of all Ecuadorian duties, taxes, and other charges.

ARTICLE XII: PUBLIC UTILITIES

The United States Armed Forces and United States personnel may use water, electricity, and other public utilities and facilities on terms and conditions, including rates or charges, no less favorable than those available to the Ecuadorian Armed Forces in like circumstances, unless otherwise agreed. The Government of Ecuador shall, upon request, assist United States authorities in obtaining water, electricity, and other public utilities and facilities.

Ecuadorian authorities shall permit the United States Armed Forces to use radio communications for the conduct of the official duties of United States personnel. The Government of Ecuador shall notify the United States Armed Forces of the radio frequencies for local and international official communication to be used for this purpose. Ecuadorian authorities shall permit United States personnel to use United States Armed Forces organic communications systems for their official duties.

ARTICLE XIII: USE OF TRANSPORTATION FACILITIES

Vehicles, vessels, and aircraft operated by the United States

Armed Forces shall not be subject to the payment of landing or port fees, pilotage, navigation or over flight charges, or tolls or other use charges, including light and harbor dues while in Ecuador. Aircraft operated by or for the United States Armed Forces shall observe local air traffic control regulations while in Ecuador. Vessels owned or operated by the United States Armed Forces shall not be subject to compulsory pilotage at Ecuadorian ports.

ARTICLE XIV: SECURITY

The parties shall cooperate in taking such steps as may be necessary to ensure the security of United States personnel and property in Ecuador pursuant to this Agreement.

Security personnel from the United States participating in these Exercises are authorized to carry weapons during the execution of their official duties and within the designated Exercise area. No other United States personnel is authorized to carry weapons during their stay in Ecuadorian territory, except if the nature of the exercise deems otherwise. In this case, Ecuadorian authorities will authorize United States personnel to carry weapons within the designated Exercise area. United States authorities must present a list of weapons that will enter Ecuador in order to be approved by Ecuadorian military authorities. The list will include a description of the weapons, along with the name of the person to whom the weapons is assigned. No other weapon other than that approved by Ecuadorian authorities will be permitted nor will any other United States personnel be allowed to carry weapons or munitions other than those

already approved.

ARTICLE XV: IMPLEMENTATION

Arrangements to implement this Agreement shall be entered into by appropriate authorities of the Parties as required.

Any differences regarding the interpretation or application of this Agreement shall be resolved by consultation between the Parties.

End text of unofficial translation of Ecuadorian document.
JEWELL